

228368 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. B. Case and Augusta Case

a of Tulsa, Oklahoma County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Harry Montague

of part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Two (2) of Lloyd Addition to city of Tulsa, State of Oklahoma.

#1.

STATE OF OKLAHOMA, County of Comanche. )ss.

Before me, a Notary Public, in and for said County and state, on this 21th day of April, 1923, personally appeared C. B. Case, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal, the day and year last above written.

(Seal)

R. A. Fields, Notary Public.

My commission expires March 5, 1924.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

Two Hundred Ninety Six and 8/100

DOLLARS,

with interest thereon at the rate of 8 per cent. per annum, payable maturity from date hereof

according to the terms of One certain promissory note described as follows, to-wit:

\$296.08 on or before 90 days after date with interest at 8% per annum payable at maturity.

I hereby certify that I received \$296.08 and issued Receipt No. 2057 in payment of mortgage tax on the within instrument.

Dated this 24 day of April, 1923

WAYNE L. DICKER, County Treasurer

Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second party shall be entitled to the immediate possession of the premises and all rents and profits thereon.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of Ten percent of mortgage DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of April, 1923.

C. B. Case SEAL.

Augusta B. Case SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 18th

day of April, 1923, personally appeared

Augusta B. Case, wife of C. B. Case,

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed

the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires January 10th, 1927. W. T. Freeman, Notary Public.

#1.

I hereby certify that this instrument was filed for record in my office on 23 day of April, A. D., 1923

at 11:00 o'clock A. M. Book 433, Page 357

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.